

UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

In re: HYMAN COMPANIES, INC., : Case No. 09-20523REF  
Debtor-in-Possession : Chapter 11

**ORDER GRANTING DEBTOR'S MOTION TO ASSUME  
THE CONCESSION AGREEMENT WITH THE BOSTON  
MARRIOTT COPLEY PLACE HOTEL**

AND NOW, this 28th day of May, 2010, upon my consideration of the Assumption Motion<sup>1</sup> and upon the findings of fact, conclusions of law, and discussion set forth in the Memorandum Opinion of even date herewith,

IT IS HEREBY ORDERED that the Assumption Motion is GRANTED insofar as it pertains to Debtor's Lease for space in the lobby of the Marriott Copley hotel.

IT IS FURTHER ORDERED that the Lease from Marriott Copley to Debtor was not terminated by the September 15, 2008 letter from Marriott Copley, because Marriott Copley's attempt to terminate the Lease was not in accordance with either Section 11 or any other section of the Lease.

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<sup>1</sup> Capitalized terms are defined in the accompanying Opinion of even date herewith.

IT IS FURTHER ORDERED that the Lease from Marriott Copley to Debtor was not assigned to Landau Hotel or any other entity.

IT IS FURTHER ORDERED that the Lease for space in the lobby of the Marriott Copley hotel is hereby assumed by Debtor effective as of the date of this Order.

IT IS FURTHER ORDERED that Debtor may cure pre-petition payment defaults (if any exist) in equal monthly installments over a six (6) month period commencing on July 1, 2010.

BY THE COURT



RICHARD E. FEHLING  
United States Bankruptcy Judge